

**ITEL**  
**Pullman**  
February 22, 1989

Date 3/27/89  
Fee 1.3

**Itel Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000  
(415) 781-1035 Fax

RECORDATION NO. 15148 H  
FILED MAR

FEB 27 1989 - 12 30 PM  
INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee <sup>ICC</sup> Washington, D. C.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

9-058A007

Re: Amendment No. 7 to Lease Agreement dated October 15, 1986,  
between Itel Rail Corporation and Hartford & Slocomb  
Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated as of October 15, 1986, between Itel Rail Corporation and Hartford & Slocomb Railroad Company, which was filed with the ICC on December 12, 1986, under Recordation No. 15148.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Hartford & Slocomb Railroad Company (Lessee)  
P. O. Box 2243  
Dothan, Alabama 36302

This Amendment adds forty-nine (49) 50'6", 70-ton, Plate B, XM boxcars bearing reporting marks HS 9000-9049.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*  
Patricia Schumacker  
Legal Department

# Interstate Commerce Commission

Washington, D.C. 20423

2/27/89

OFFICE OF THE SECRETARY

Patricia Schumacker

Legal Dept.

Itel Rail Corporation

55 Francisco Street

San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 2/27/89 at 12:30pm, and assigned rec-  
cordation number(s).

15415-D, 15148-H & 16214 & 16214-A

Sincerely yours,

*Narita L. McGee*

Secretary

Enclosure(s)

FEB 27 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL INC. UNDER THE HELLER FINANCIAL INC. LEASE AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 20, 1986. AMENDMENT NO. 7

THIS AMENDMENT NO. 7 (the "Amendment") to the Lease Agreement, dated as of October 15, 1986, as amended, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee") is made as of this 16th day of August, 1988 between Lessor and Lessee.

## R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which seven hundred fifty-nine (759) boxcars (the "Cars") described therein have been leased by Lessor to Lessee.
- B. The two (2) Cars bearing reporting marks HS 5068 and HS 5477 were destroyed on January 26, 1988 and February 5, 1988 respectively.
- C. Lessor and Lessee desire to add forty-nine (49) boxcars to the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Equipment Schedule No. 9 attached hereto is hereby added to and made part of the Agreement.
- 3. Subsection 2.A. of the Agreement, as amended by Amendment No. 6 dated as of August 19, 1987 ("Amendment No. 6") to the Agreement, shall apply to the Cars listed on Equipment Schedule No. 9 in addition to applying to the Cars listed on Equipment Schedule No. 8. Subsection 2.B. of the Agreement shall not apply to the Cars listed on Equipment Schedule No. 9.
- 4. Subsection 7.A. of the Agreement, as amended by Amendment No. 5 dated August 11, 1987 ("Amendment No. 5") to the Agreement, shall apply to the Cars listed on Equipment Schedule No. 9 as well as the Cars listed on Equipment Schedules No. 7 and No. 8, as hereby amended by Amendment No. 6, except that, with respect to the Cars listed on Equipment Schedule No. 9 only, Subsection 7.A.(iii) shall be modified by deleting the words

per Car per calendar year,"

day," and replacing

them respectively with the words  
dollars and

and

- 5. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

6. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: *D. H. Hayes*

Title: *President*

Date: *August 16, 1988*

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: *E. J. Fuch*

Title: *President*

Date: *8-12-88*

STATE OF CALIFORNIA       )  
                                  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 16th day of August, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 7 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.

Sharon L. Van Fossan  
Notary Public



STATE OF Alabama )  
                                  ) ss:  
COUNTY OF Houston )

On this 12 day of August, 1988, before me personally appeared Ed Fischen III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocumb Railroad Company that the foregoing Amendment No. 7 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.

Joan Thompson  
Notary Public

EQUIPMENT SCHEDULE NO. 9

Itel Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986, as amended.

AAR Mech Design.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	50'6", 70-ton, Plate B Boxcar Steel, Nailable Steel Floor, Cushion Underframe	HS 9000- <sup>9006</sup> <del>9049</del> 9008-9049	50'6"	9'6"	10'7"	10' Slid- ing	49

ITEL RAIL CORPORATION

By: *J. H. Hayes*

Title: *President*

Date: *August 16, 1988*

HARTFORD AND SLOCOMB RAILROAD COMPANY

By: *C. J. Fuchs III*

Title: *President*

Date: *8-12-88*

STATE OF CALIFORNIA       )  
                                  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 16<sup>th</sup> day of August, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 9 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.

Sharon L. Van Fossan  
Notary Public



STATE OF Alabama )  
                                  ) ss:  
COUNTY OF Houston )

On this 12 day of August, 1988, before me personally appeared Lois Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company that the foregoing Equipment Schedule No. 9 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.

Joan Thompson  
Notary Public